UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO

MRI SOFTWARE, LLC,	)	Case No. 1:12-cv-01082-CAB
	)	
Plaintiff,	)	Judge Christopher A. Boyko
	)	
v.	)	
	)	**STIPULATION**
LYNX SYSTEMS, INC.,	)	
	)	
Defendant.	)	

Lynx Systems, Inc. ("Lynx"), and MRI Software, LLC ("MRI"), hereby stipulate and agree that:

1. During the Stipulation Term, Lynx and those acting for or on its behalf:

   a. Shall not copy or distribute any copy, in whole or in part, of any MRI Software without MRI's express, written consent;

   b. Shall not create or distribute any Enhancements for or on behalf of any third party without MRI's express, written consent;

   c. Shall not develop, distribute or implement Customizations for any party that is not a Lynx MRI Customer;

   d. Shall not implement any Enhancements for any party that is not a Lynx MRI Customer;

   e. Shall not provide hosting services for any party that is not a Lynx MRI Customer already receiving or already offered such services or technical support services for any party that is not a Lynx MRI Customer;

   f. Shall not access, attempt to access or knowingly facilitate any unauthorized access to the "myMRI Client Portal" found at http://www.mrisoftware.com/Support/MyMRI.aspx without MRI's express, written consent;

   g. Shall promptly remove any reference the "MRI Report Library" or "Lynx-Products MRI" from any website owned or controlled by Lynx (specifically including http://www.lynxsystemsinc.com/);

   h. Shall promptly remove any reference to MRI as an "affiliate" from any website owned or controlled by Lynx (specifically including http://www.lynxsystemsinc.com/) and shall not otherwise market, promote or advertise itself as an "affiliate" in any marketing materials or media;

{01562637.DOCX;1 }

    i.   Shall maintain, and upon reasonable request and subject to the Stipulated Protective Order (Docket # 29), provide to MRI, accurate records of its development, distribution and implementation of all Customizations that include the following information: (i) the party for or to whom the Customization was developed, distributed or implemented; (ii) the file(s) containing the Customization; (iii) the dates on which such Customization was developed, distributed and/or implemented; and (iv) the compensation or consideration provided to Lynx for the development, distribution or implementation of such Customization; and

    j.   Shall maintain, and upon reasonable request and subject to the Stipulated Protective Order (Docket # 29), provide to MRI, accurate records of its implementation of all Enhancements that include the following information: (i) the party for whom the Enhancement was implemented; (ii) the file(s) Implemented; (iii) the date on which the Enhancement was implemented; and (iv) the compensation or consideration provided to Lynx for the implementation of such Enhancement.

    k.   Shall maintain, and upon reasonable request and subject to the Stipulated Protective Order (Docket # 29), provide to MRI, accurate records of its hosting and technical support services that include the following information: (i) the party for whom the hosting or technical support services were provided; (ii) a general description of the services provided; (iii) the dates on which the services were provided; and (iv) the compensation or consideration provided to Lynx for the services.

2.   If the Stipulation Term concludes with Lynx and MRI agreeing to an ongoing business relationship to resolve this litigation, the Customizations and services subject to Sections 1(i) - 1(k) shall be deemed subject to such agreement and Lynx shall pay MRI any amounts due thereon pursuant to the terms of such agreement.

3.   Lynx shall not oppose MRI's Motion for Preliminary Injunction (Docket # 6) based on the passage of time during the Stipulation Term. The terms of this Stipulation are otherwise without prejudice to any claim or defense of either party and will not be deemed an admission or authorization by either party. Except for a breach of this Stipulation, the terms of this Stipulation shall not be asserted in support of any claim or defense by either party. Notwithstanding the foregoing, Lynx's conduct in conformance with the terms of the Stipulation during the Stipulation Period shall not be subject to any claim for punitive (*e.g.,* increased, treble, exemplary, enhanced, etc.) damages.

4.   The following definitions shall apply to this Stipulation:

    a.   The term "Stipulation Term" means the period from the date of this Stipulation until the earliest of (i) the date on which this litigation concludes, whether by the parties entering into an agreement resolving this litigation or otherwise, (ii) 30 days after the date on which briefing has been

completed as to MRI's Motion for Preliminary Injunction; (iii) the date on which the Court rules on MRI's Motion for Preliminary Injunction; and (iv) the date on which the Court enters an Order terminating the Stipulation for good cause shown.

b. The term "MRI Software" means all computer software (including all object code, source code, documentation and related files and materials, embodied in any medium) created and/or offered by MRI, exclusive of commercially-available third-party software;

c. The term "Customization" means any modification to the MRI Software, or any reports or interfaces within the MRI Software, which are not effected through source code changes, including without limitation, any modifications made using the MRI Application Tool Kit;

d. The term "Enhancement" means new releases, upgrades, updates, patches, hot fixes and other modifications to the MRI Software, which are effected through source code change;

e. The term "Lynx MRI Customer" means any Lynx customer for whom Lynx has provided or proposed providing any MRI Related Services prior to the date of this Stipulation, and who has been identified to MRI; and,

f. The term "MRI Related Services" means services relating to the MRI Software or use of the MRI Software including installation assistance, implementation, training, data entry and conversion, database customization, report generation and customization, project management, preparation of user manuals and training guides, third party software integration, Customizations and similar activities.

5. Neither party shall use this Stipulation or the fact that the parties have entered into this Stipulation for promotional or advertising purposes. Notwithstanding the foregoing, either party may communicate with customers or potential customers regarding this Stipulation in direct response to a specific inquiry.

[Signature Page to Follow]

{01562637.DOCX;1 }

SO STIPULATED
for and on behalf of
MRI Software, LLC

SO STIPULATED
for and on behalf of
Lynx Systems, LLC

Signature _/s/Georgia Yanchar_____
Daniel McMullen (0034380)
Georgia Yanchar (0071458)
CALFEE, HALTER & GRISWOLD, LLP
The Calfee Building
1405 East Sixth Street
Cleveland, OH 44114-1607
Telephone: (216) 622-8200
Facsimile: (216) 241-0816
dmcmullen@calfee.com
gyanchar@calfee.com

Signature __/s/David T. Movius_____
David T. Movius (0070132)
Matthew J. Cavanagh (0079522)
MCDONALD HOPKINS LLC
600 Superior Ave., East, Suite 2100
Cleveland, OH 44114
Telephone: (216) 348-5400
Facsimile: (216) 348-5474
dmovius@mcdonaldhopkins.com
mcavanagh@mcdonaldhopkins.com

John T. McLandrich (0021494)
MAZANEC, RASKIN & RYDER CO., LPA
100 Franklin's Row
34305 Solon Road
Cleveland, OH 44139
Telephone: (440) 248-7906
Facsimile: (440) 248-8861
jmclandrich@mrrlaw.com

Counsel for MRI Software, LLC

Counsel for Lynx Systems, Inc.

Dated:_____July 24 , 2012_____

Dated:_____July 24, 2012_____